

SUPPLEMENT 1 TO ATTACHMENT A

WORK BY CONTRACTORS ON THE BROOKHAVEN NATIONAL LABORATORY SITE - SUPPLEMENTAL CONDITIONS

Article 1 Identification of Employees

- (a) All contractor and subcontractor employees who will perform work on the Brookhaven National Laboratory (BNL) site are required to attend the Contractor/Supplier Orientation Training Course their first day on site and be approved by Brookhaven Science Associates, LLC (BSA). Contractor and subcontractor employees who have not attended the Safety Orientation will be directed to stop work until they have done so.
- (b) At no cost to the Contractor, BSA will issue contractor employee photo identification badges which will be required to obtain access to the site.
- (c) U.S. citizens must bring proof of citizenship, photo ID and proof of Social Security number. Acceptable citizenship proof is a passport, birth certificate, naturalization papers, voting eligibility, or similar documentation. Drivers' license, military ID cards, union cards, and Social Security cards are insufficient by themselves as proof of citizenship. Proof of Social Security number includes Social Security card, pay stub, W-2 form or medical insurance card. Handwritten documents are not acceptable. Upon arrival at the BNL Main Gate, they will be sent to the Visitors Trailer to receive a temporary pass, which allows them access to the site to attend CVO training.
- (d) All non-U.S. citizen workers, including Legal Permanent Residents, requiring access to BNL shall complete a BNL Form 473 located on the BNL home page, <http://www.bnl.gov>, Guest Registration link. Each worker shall provide the requested personal information and information concerning their company, forwarding the completed form to their designated BNL sponsor. Non-U.S. citizens shall provide documentation showing eligibility to be in the United States. This includes a valid passport and visa. Other documentation, to include but not limited to, a permanent resident card, passport entry "process form 1-551", INS documents 1-94, 1-20, DS-2019, or 1-539 part 3 and proof of Social Security, may be necessary to establish legal status and work on the BNL site. Failure to provide proper documentation will result in access being denied until the required documents are provided. Foreign National Contractor employees must submit all required documents 30 days in advance of the required access date as access approvals may take up to 30 days. All Foreign National Contractor employees are responsible to ensure they remain in legal INS status. BNL ID badges will expire on the expiration date of their current legal status or one year after issuance, whichever comes first. At that point they must reapply with updated documentation to continue eligibility to work at BNL.
- (e) The Contractor shall assure that all Contractor and Subcontractor employees promptly obtain a current BNL contractor employee photo identification badge. Contractor/Vendor Orientation Training must be completed before a badge will be issued. Badges can be obtained in the Lobby of the Brookhaven Center, Bldg. 30, Monday through Friday, between 8:30 a.m. and 10:30 a.m. In order to keep badging times to a minimum, the Contractor should limit sending all of his employees at the same time.
- (f) Contractor and Subcontractor employees shall wear the badge so as to be visible at all times while on-site
- (g) The Contractor shall ensure that all contractor and subcontractor employees who will perform work on site promptly obtain a current BNL contractor employee photo identification badge. Badges shall be obtained in the Brookhaven Center Lobby, Bldg. 30, Monday through Friday from 8:30 a.m. through 10:30 a.m. To keep badging time to a minimum, the Contractor should limit sending all employees at the same time.
- (h) All contractor and subcontractor employees shall wear their ID badges visibly at all times while on site
- (i) Contractor employee identification badges are valid for one year after issuance and require renewal at Bldg. 30. Immediately on release of employees or project completion, whichever comes sooner, the badge holder or the Contractor's authorized representative shall return badges to the Brookhaven Center Lobby, Bldg. 30.
- (j) All badge holders shall report lost identification badges immediately to the Badging Office, Brookhaven Center Lobby, Bldg. 30.

Article 2 Compliance with Environment, Safety, Health, and Traffic Regulations.

- (a) The Contractor shall take all reasonable precautions to protect the environment and the safety and health of

employees and the public in the performance of work hereunder. The Contractor shall comply with the rules and regulations set forth in BNL's Safety Program, Contractor Orientation Program, all applicable OSHA standards, BNL's ES&H Standards, Security Protocols and NY State Vehicle and Traffic Laws.

- (b) The consumption or unauthorized possession of alcoholic beverages is prohibited in all areas of the BNL site. Personnel who consume alcohol off-site or found in possession of alcoholic beverages shall be restricted from entering BNL.
- (c) All contractor personnel that may be working on or near energized electrical equipment (as defined in BNL standard ESH 1.5.0 Electrical Safety, <https://sbms.bnl.gov/SBMSearch/LD/ld08/ld08d151.htm?parentID=304> must provide objective evidence of having satisfactorily completed electrical safety training that meets the requirements of NFPA 70E prior to performing work on site to assure awareness of the hazards and safety-related work practices
- (d) If the Contractor fails to comply with said regulations or requirements, BSA may issue an order stopping all or any part of the work hereunder, without prejudice to any other legal or contractual rights it may have. A start order for resumption of the work may be issued at Brookhaven's discretion. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.
- (e) BSA reserves the right to charge back to the Contractor actual costs incurred by BSA directly or indirectly to perform safety inspections, complete paperwork, investigate and prepare occurrence reports. Traffic violations will also be charged back to the Contractor based on actual cost. A non-negotiable unilateral deduct change order will be issued to the Contractor, and punitive penalties may be assessed to individuals by dismissing them *from* the Brookhaven site based on the extent of the violation.
- (f) BSA will evaluate the Contractor on its safety performance, including that of its subcontractors. The number and severity of safety and security violations, including traffic violations, will be considered in this evaluation. Repeated and/or willful violations are cause for termination for default and may affect the Contractor's opportunity to bid on future work at BNL.

Article 3 Reporting of Accidents.

The Contractor shall notify BSA immediately of any injury or alleged injury, and of any loss, destruction or damage to property of Brookhaven or the government, and shall promptly furnish Brookhaven with a statement concerning such injury, damage or loss in such detail as BSA may require. All accident reports filed with the Contractor's Worker's Compensation carrier (Forms C2.5 and C11) and the total man-hours lost as a result of an accident under this contract shall be submitted monthly to BSA's PPM.

Article 4 Insurance.

- (a) The Contractor shall, at no cost to BSA, maintain policies providing the following insurance protection, which insurance shall apply to all operations of the Contractor hereunder and employees of the Contractor engaged therein. Unless waived in writing by BSA's PPM, the Contractor shall also provide an endorsement to its liability policies either (i) naming Brookhaven Science Associates, LLC and the U.S. Government as additional insureds or (ii) insuring the Contractor's obligations under the paragraph hereof entitled "Independent Contractor; Hold Harmless."
 - (1) *Worker's Compensation* – Coverage as provided in the Worker's Compensation Law of the State having jurisdiction, including occupational disease coverage for limits of \$1,000,000 per person in any one case and additional Employees Liability of \$1,000,000 per occurrence.
 - (2) *General Liability* – Insurance with limits of \$1,000,000/\$2,000,000 for bodily injury liability and \$100,000 for property damage liability in the comprehensive liability form.
 - (3) *Automobile Liability* – Insurance with limits of \$250/500,000 for bodily injury liability and \$50,000 for property damage liability in the comprehensive policy form.
- (b) The Contractor may purchase such additional or other insurance protection, as it may deem necessary, at its own expense.
- (c) The Contractor shall furnish BSA's PPM a certificate of insurance to show compliance with paragraph (a) above. The insurance certificate shall be submitted within fourteen (14) days of award and prior to issuance of a Notice to Proceed. The Contractor shall also ensure that such certificate states that the insurance carrier(s) will give BSA 30 days prior written notice if there is any cancellation or material

change in such policies. The Contractor shall also ensure that such certificates are kept up to date during the period of contract performance.

The following clauses are applicable if checked:

☐ **Article 5 Inspection of Vehicles and Materials.**

- (a) All vehicles removing materials from anywhere on the Brookhaven site must pass through the unmanned Vehicle Radiation Monitoring System (VRMS) before and after the materials are loaded. If radioactive materials are detected, the driver shall immediately notify Brookhaven by calling the number indicated on the VRMS telephone. The VRMS is located on the north side of Princeton Avenue between Upton and Weaver Drive.
- (b) A vehicle found to contain radioactive material may not leave the Brookhaven site until the material is identified and removed. Only vehicles carrying radioactive materials that are properly packaged and labeled in accordance with U.S. Department of Transportation regulations are exempt from this procedure. Materials removed from known radiological areas must be monitored in accordance with the applicable provisions of the BNL Safety Manual, a copy of which is available for review at Brookhaven's PPM.
- (c) The Laboratory reserves the right to inspect and search vehicles entering or leaving the site.

☐ **Article 6 Workplace Substance Abuse Programs at DOE Sites.**

Department of Energy Acquisition Regulation (DEAR) clause 970.5204-58 is incorporated herein by reference as it exists on the date of this contract, with the same force and effect as if it were in full text. The clause is available at <http://www.pr.doe.gov/pr6.html> or it may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. Whenever necessary to make the context of the clause applicable to this contract, the term "Contractor" shall mean the Contractor, the term "Contract" shall mean this agreement, and where noted or where necessary to derive proper meaning in a subcontract situation the terms "DOE", "Government" and "Contracting Officer" shall mean Brookhaven, except the terms "DOE", "Government" and "Contracting Officer" do not change where statute or regulation vests authority exclusively in specific agencies or officials.

☐ **Article 7 Integration of Environment, Safety, and Health into Work Planning and Execution.**

Note: Whenever Article 7 is checked as applicable, *either* Article 7A or 7B must also be checked as applicable.

- (a) For the purposes of this clause, (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and (2) Employees include subcontractor employees.
- (b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:
 - (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.
 - (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) compliance are established and maintained at all organizational levels.
 - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
 - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of

ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.

- (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
- (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed- upon by BSA and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- (c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will: (1) Define the scope of work; (2) Identify and analyze hazards associated with the work; (3) Develop and implement hazard controls; (4) Perform work within controls; and (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The contractor shall comply with, and assist BSA in complying with ES&H requirements of all applicable laws and regulations, and applicable directives. The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
- (e) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, BSA may issue an order stopping work in whole or in part. Any stop work order issued by BSA under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (f) of this clause) shall be without prejudice to any other legal or contractual rights of BSA. In the event that BSA issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of Brookhaven. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
- (f) The contractor is responsible for its subcontractors' compliance with the ES&H requirements of this contract. The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at Brookhaven National Laboratory. Such subcontracts shall provide for the right to stop work under the conditions described herein.

☐ **Article 7A Work Planning and Execution for Contracts Which Require a Formal Safety Plan.**

To fulfill the requirements of Article 7 above, the contractor must submit a Safety Plan and obtain approval of the Plan from BSA's Technical Representative before work may proceed. (Refer to BNL's Construction Safety Standard 1.3.1, which is available at <https://sbms.bnl.gov/ld/ld08/ld08t011.htm> for instructions on preparing the Safety Plan.)

☐ **Article 7B Work Planning for Contracts which Involve Hazards, But Do Not Require a Formal Safety Plan.**

To fulfill the requirements of Article 7 above, the Contractor must acknowledge in writing the hazards identified and hazard controls that have been specified by BSA for this work and either agree to work within BSA's hazard control requirements for the hazards or submit a formal Safety Plan. This must be resolved with the written concurrence of BSA's Technical Representative prior to commencement of work. (Refer to BNL's ESH Standard 1.3.6 (Work Planning and Control for Operations) which is available at <https://sbms.bnl.gov/ld/ld08/ld08d111.htm> or, in hardcopy from BSA's Technical Representative.)